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Sent: Monday, December 05, 2016 3:35 PM
To: nobody@nyed.uscourts.gov
Subject: Activity in Case 1:16-cv-06355-WFK-RLM Perez v. Clearview Operating Co. LLC et al
Order on Motion to Approve Consent Judgment

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U.S. District Court

Eastern District of New York

Notice of Electronic Filing

The following transaction was entered on 12/5/2016 at 3:35 PM EST and filed on 12/5/2016

Case Name: Perez v. Clearview Operating Co. LLC et al

Case Number: [1:16-cv-06355-WFK-RLM](#)

Filer:

Document Number: No document attached

Docket Text:

ORDER granting [6] Motion to Approve Consent Judgment. So Ordered by Judge William F. Kuntz, II on 12/5/2016. (Goodwin, John)

1:16-cv-06355-WFK-RLM Notice has been electronically mailed to:

Orly Shoham shoham.orly@dol.gov

1:16-cv-06355-WFK-RLM Notice will not be electronically mailed to:

UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF NEW YORK

THOMAS E. PEREZ, Secretary of Labor,
United States Department of Labor,

Plaintiff,

v.

CLEARVIEW OPERATING CO. LLC d.b.a.
THE GRAND AT QUEENS; THE CENTER
FOR REHABILITATION AND HEALTH CARE
AT DUTCHESS, LLC d.b.a. THE GRAND AT
PAWLING; GUILDERLAND CENTER
REHABILITATION AND EXTENDED CARE
FACILITY OPERATING COMPANY, LLC
d.b.a. GUILDERLAND CENTER
REHABILITATION AND EXTENDED CARE;
ROME CENTER LLC d.b.a. THE GRAND AT
ROME; CHITTENANGO CENTER LLC d.b.a.
THE GRAND AT CHITTENANGO; and
JEREMY STRAUSS, Individually,

Defendants.

MOTION TO APPROVE CONSENT JUDGMENT

PLEASE TAKE NOTICE that the plaintiff THOMAS E. PEREZ, Secretary of Labor, United States Department of Labor hereby moves for the approval of the attached Consent Judgment, agreed to and executed by the parties. The attached Consent Judgment resolves the Secretary's claims. In the interest of justice and for good cause shown, plaintiff Secretary of

Labor respectfully moves for the approval of the attached Consent Judgment.

DATED: December 1, 2016
New York, New York

Respectfully Submitted,

M. PATRICIA SMITH
Solicitor of Labor

JEFFREY S. ROGOFF
Regional Solicitor

/s Orly Shoham

ORLY SHOHAM
Trial Attorney

U.S. Department of Labor
Attorneys for Plaintiff THOMAS E. PEREZ,
Secretary of Labor, Plaintiff

UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF NEW YORK

THOMAS E. PEREZ, Secretary of Labor,
United States Department of Labor,

Plaintiff,

v.

THE CENTER FOR REHABILITATION AND
HEALTH CARE AT DUTCHESS, LLC d.b.a.
THE GRAND AT PAWLING; GUILDERLAND
CENTER REHABILITATION AND
EXTENDED CARE FACILITY OPERATING
COMPANY, LLC d.b.a. GUILDERLAND
CENTER REHABILITATION AND
EXTENDED CARE; CLEARVIEW
OPERATING CO. LLC d.b.a. THE GRAND AT
QUEENS; ROME CENTER LLC d.b.a. THE
GRAND AT ROME; CHITTENANGO CENTER
LLC d.b.a. THE GRAND AT CHITTENANGO;
and JEREMY STRAUSS, Individually,

Defendants.

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Civil Action No. 1:16-cv-06355-WFK-RLM

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CONSENT JUDGMENT

Plaintiff, THOMAS E. PEREZ, the Secretary of Labor, has filed his Complaint and Defendants THE CENTER FOR REHABILITATION AND HEALTH CARE AT DUTCHESS, LLC d.b.a. THE GRAND AT PAWLING; GUILDERLAND CENTER REHABILITATION AND EXTENDED CARE FACILITY OPERATING COMPANY, LLC d.b.a. GUILDERLAND CENTER REHABILITATION AND EXTENDED CARE; CLEARVIEW OPERATING CO. LLC d.b.a. THE GRAND AT QUEENS; ROME CENTER LLC d.b.a. THE GRAND AT ROME; CHITTENANGO CENTER LLC d.b.a. THE GRAND AT CHITTENANGO; and JEREMY STRAUSS (“Defendants”) appeared by Counsel, waive their answer, and agree to the

entry of the Consent Judgment without contest. By executing this Consent Judgment, Defendants waive formal service of process of the summons and complaint.

Defendants acknowledge that they have notice of, and understand, the provisions of this Consent Judgment, and acknowledge their responsibilities pursuant to this Consent Judgment, and acknowledge that they will be subject to sanctions in contempt of this Court and may be subject to punitive damages if they fail to comply with the provisions of this Consent Judgment.

It is, therefore, upon motion of the attorneys for Plaintiff and for cause shown ORDERED that:

I. Defendants, their officers, employees, agents, and all persons acting or claiming to act in Defendants' behalf and interest, be, and hereby are, permanently enjoined and restrained from violating the provisions of Sections 7, 11(c), 15(a)(2), 15(a)(3), and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 et seq.) ("the Act"), in any of the following manners:

- (1) Defendants shall not, contrary to Section 7 of the Act, employ any of their employees in any workweek for workweeks longer than the hours now, or which in the future become, applicable under Sections 7 and 15(a)(2) of the Act, unless the employees receive compensation for their employment in excess of the prescribed hours at rates not less than one and one-half times the employees' regular rates.
- (2) Defendants shall make, keep, and preserve adequate records of their employees and of the wages, hours, and other conditions and practices of employment maintained by them as prescribed by the Regulations issued pursuant to Section 11(c) of the Act and found at 29 C.F.R. Part 516.

- (3) Defendants shall not discharge or take any retaliatory action against any employee because the employee engages in, or is believed to have engaged in, any of the following activities:
- a. Discloses, protests, or threatens to disclose or protest to a supervisor or to a public agency any activity, policy, or practice of Defendants, or another employer with whom there is a business relationship, that the employee reasonably believes is in violation of the Act or a rule or regulation promulgated pursuant to the Act;
 - b. Provides information to, or testifies before, any public agency or entity conducting an investigation, hearing or inquiry into any alleged violation of the Act, or a rule or regulation promulgated pursuant to the Act, by Defendants or another employer with whom there is a business relationship; or
 - c. Objects to, or refuses to participate in any activity, policy or practice which the employee reasonably believes is in violation of the Act or a rule or regulation promulgated pursuant to the Act.
- (4) Defendants, along with their officers, agents, and managers, shall not tell any of their employees not to speak to representatives of the United States Department of Labor (“U.S. Department of Labor”), or tell any of their employees to provide untruthful information to the U.S. Department of Labor regarding the terms or conditions of their employment, or otherwise obstruct or interfere with any investigative activities of the U.S. Department of Labor.
- II. Further, the Court finding that unpaid overtime back wages are owed and shall be

paid to the employees listed on Exhibit A, which is attached hereto, in the amount of **\$1,003,398.40**, plus an equal additional amount of liquidated damages of **\$1,003,398.40**, and Civil Money Penalties in the amount of **\$133,471.80**, for a total amount of **\$2,140,268.60**, it is:

ORDERED that Defendants and all persons acting on their behalf are enjoined and restrained from withholding the payment of **\$1,003,398.40** in unpaid overtime back wages due Defendants' employees listed in Exhibit A. Further, Defendants shall pay a total of **\$1,003,398.40** in liquidated damages wages due Defendants' employees listed in Exhibit A and **\$133,471.80** in Civil Money Penalties for recordkeeping and overtime violations of the Act, plus total post-judgment interest of **\$2,787.70**. These payments shall be made by Defendants in accordance with Paragraph III of this Consent Judgment.

III. The provisions of this Consent Judgment relative to back wages payments, liquidated damages payments, and Civil Money Penalties shall be deemed satisfied when Defendants fully comply with the terms of payment set forth below and in Exhibit B, which is attached hereto:

- (1) Payment of the monies owed shall be made beginning with a down payment of **\$401,359.36** in liquidated damages made by **December 14, 2016**. The remaining balance of **\$1,608,113.91** shall be made in three (3) separate installments. The three (3) installment payments shall be made according to the following schedule:
 - a. The first installment payment of **\$536,037.96**, consisting of **\$534,700.09** in liquidated damages, and **\$1,337.87** of post-judgment interest, shall be made by **January 14, 2017**; and
 - b. The second installment payment of **\$536,037.96**, consisting of **\$67,338.95** in liquidated damages, **\$467,806.73** in back wages and **\$892.28** of post-

judgment interest shall be made by **February 14, 2017**; and

- c. The third installment payment of **\$669,621.02**, consisting of **\$535,591.67** in back wages, **\$133,471.80** of Civil Money Penalties, and **\$557.55** of post-judgment interest, shall be made by **March 14, 2017**.

- (2) Defendants shall make electronic payments to the bank accounts on record of Defendants' current employees named in Exhibit A in the total amount of back wages and liquidated damages due the employee as indicated next to his or her name, less deductions from back wages for the employee's share of FICA taxes, federal income tax, and state or other tax, if applicable. Defendants shall make such payments in accordance with the schedule set forth in Exhibit C, which is attached hereto. Defendants are responsible for the employer's portion of employment taxes on the back wages hereby found due. Such deductions shall be paid by Defendants to the appropriate federal, state, and other revenue authorities and proof of such payments shall be furnished to the Secretary by Defendants.

- (3) By **December 7, 2016**, Defendants shall further provide the Secretary with a statement showing the following for each current employee listed in Exhibit A:

- a. The Federal ID number for the particular facility from which each payment is being made;
- b. The name of each current employee listed in Exhibit A;
- c. Each current employee's address and Social Security number as contained in Defendants' records;
- d. The gross amount of total back wages due the employee as indicated in Exhibit A;

- e. The gross amount of each back wage payment due to each current employee as indicated in Exhibit C;
- f. The amount of each deduction taken from each back wage payment to each current employee for the employee's share of FICA tax, federal income tax, and state or other tax, if applicable; and
- g. The net amount of each back wage payment that each current employee shall receive.
- h. In the event that direct deposit is unavailable for a current employee, Defendants shall provide proof of payment made to that employee.

Defendants shall deliver the statement to Michael Milazzo, Assistant District Director, U.S. Department of Labor, Wage & Hour Division, Albany District Office, Leo W. O'Brien Federal Building, Room 822, 11A Clinton Avenue, Albany, NY 12207.

- (4) Defendants shall promptly provide the Secretary with payroll records showing evidence of each payment of back wages and of liquidated damages made to each of Defendants' current employees listed in Exhibit A.
- (5) Further, for back wages and liquidated damages due to former employees named on the attached Exhibit A, Defendants shall deliver a certified check to the Wage and Hour Division at the time each installment payment is due in accordance with the schedule set forth in Exhibit C. Each check shall be made payable to "Wage and Hour Division – Labor." Each check shall be delivered to

U.S. Department of Labor/Wage & Hour Division
The Curtis Center, Suite 850 West
170 S. Independence Mall West
Philadelphia, PA 19106-3317

and shall have the following reference numbers on it: WHISARD Nos. 1764654, 1752131, 1752368, 1764652, 1764964.

- (6) A copy of each certified check and cover letter shall be simultaneously sent to Michael Milazzo, Assistant District Director, U.S. Department of Labor, Wage & Hour Division, Albany District Office, Leo W. O'Brien Federal Building, Room 822, 11A Clinton Avenue, Albany, NY 12207.
- (7) Plaintiff shall deliver the proceeds of the check, less any legal deductions, to the former employees named on the attached Exhibit A. Any sums not distributed to the employees or to their personal representatives or estates within a period of three (3) years, because of inability to locate the proper persons or because of such persons' refusal to accept such sums, shall be deposited in the Treasury of the United States as miscellaneous receipts pursuant to 29 U.S.C. § 216(c).
- (8) Upon request, Defendants shall make available to Plaintiff the social security number and the last known telephone number, email address, and mailing address of each former employee named in Exhibit A.
- (9) By **March 14, 2017**, Defendants shall pay Civil Money Penalties in the amount of **\$133,471.80**, with post-judgment interest of **\$111.23**, by delivering a certified check in the amount of **\$133,583.03** payable to the order of "Wage and Hour Division – Labor", with "Civil Money Penalties" written on the face of the check. The check shall be delivered to

U.S. Department of Labor – Wage and Hour Division
The Curtis Center, Suite 850 West
170 S. Independence Mall West
Philadelphia, PA 19106-3317

and shall have the following reference numbers on it: WHISARD Nos. 1764654, 1752131, 1752368, 1764652, 1764964.

IV. Defendants, and anyone acting on their behalf, shall not in any way directly or indirectly, demand, require or accept any of the back wages or liquidated damages from any person listed on Exhibit A. Defendants, and anyone acting on their behalf, shall not threaten or imply that adverse action will be taken against any person because of his or her receipt of funds due under the provisions of this Consent Judgment or the Act. Violation of this Paragraph may subject Defendants to equitable and legal damages, including punitive damages and civil contempt.

V. If Defendants fail to make the payments, as set forth in Paragraph III of this Consent Judgment, and do not make it up within five (5) days of the due date then, without Court approval, all remaining installment payments become due immediately.

VI. If Defendants fail to make the payments as set forth in Paragraph III of this Consent Judgment then, in addition to the provisions of Paragraph V, upon notice to Defendants, the Court shall appoint a Receiver to effectuate all of the terms of this Consent Judgment. In the event a Receiver is appointed, it is ORDERED that:

- (1) Defendants shall cooperate with the Receiver in all respects, and shall provide to the Receiver any and all reasonable information which the Receiver may require to carry out its appointment and in accordance with the authority given to the Receiver pursuant to applicable law at the time of appointment.
- (2) All the expenses of the accountant or Receiver shall be borne solely by Defendants.
- (3) The Receiver shall serve until the payment of the monetary terms of this Consent

Judgment are satisfied.

- (4) The Receiver shall have full authority to: collect Defendants' assets and report his/her findings to the Court and the parties; to redeem and/or liquidate Defendants' assets and turn over the proceeds to the Secretary; if the asset is a debt that is due, collect it and turn over the proceeds to the Secretary; to analyze all indebtedness and where deemed appropriate seek restructuring; to analyze all transfers of Defendants' assets; to prevent waste or fraud; and to do all acts and take all measures necessary or proper for the efficient performance of the duties under this Consent Judgment.

VII. ORDERED that, within fifteen (15) days of the entry of this Consent Judgment, Defendants shall display in conspicuous places throughout their establishments for their employees' viewing the poster "Employee Rights Under the Fair Labor Standards Act" issued by the U.S. Department of Labor. Defendants shall maintain these postings permanently.

VIII. ORDERED that, within fifteen (15) days of the entry of this Consent Judgment, Defendants shall post the notices in Exhibit D at each location as specified in each notice. Defendants shall maintain this posting for a period of two (2) years from entry of this Consent Judgment. Further, by **December 14, 2016**, Defendants shall also mail a copy of Exhibit D to each of their former employees at their respective home addresses as contained in Defendants' records.

IX. ORDERED that Defendants shall provide each of their employees each of the following documents: the flyer "Employee Rights Under the Fair Labor Standards Act" as issued by the U.S. Department of Labor; "Fact Sheet #23: Overtime Pay Requirements of the FLSA" as issued by the U.S. Department of Labor; and "Fact Sheet #53: The Health Care Industry and

Hours Worked” as issued by the U.S. Department of Labor. Defendants shall provide these documents to its current employees within fifteen (15) days of the entry of this Consent Judgment. Thereafter, Defendants shall provide to any new employees, at the time that they hire them, each of those documents.

X. ORDERED that a third party with experience and expertise in the Act shall provide a training session to each of Defendants’ administrators and department managers at each of Defendants’ facilities regarding compliance with the Act by no later than **February 15, 2017**. At least fourteen (14) days prior to the training session, representatives from Jackson Lewis, P.C. shall notify Michael Milazzo, Assistant District Director, U.S. Department of Labor, Wage and Hour Division, of the date, time, and location of the training session, as well as provide Mr. Milazzo with the presentation outline and any accompanying materials for the training session.

XI. ORDERED that Defendants shall implement the following provisions to ensure their compliance with the Act:

- (1) Defendants shall amend their payroll and recordkeeping practices to comply with the Act, including as follows:
 - a. Defendants shall use an automated timekeeping system at each facility to accurately record all hours worked by employees.
 - b. Defendants’ timekeeping system shall record employees’ daily start and stop times.
 - c. Defendants shall not manually edit or in any way alter employees’ recorded start and stop times in any way that does not accurately reflect their actual hours worked.

- d. Defendants shall exercise management controls to prevent employees from performing work before the start of their daily shifts or after the end of their daily shifts if Defendants do not wish such work to be performed.
- e. In the event that employees do perform work before the start of or after their daily shifts, Defendants shall ensure that that time is recorded and included in the employees' hours worked and compensated accordingly.
- f. Defendants shall ensure that their time records reflect any non-compensable rest periods during the workday, including, but not limited to, lunch breaks. At the end of each shift, employees will indicate, through Defendants' automated timekeeping system, whether or not they received a full, uninterrupted thirty (30) or sixty (60) minute lunch break, or any other uninterrupted break longer than twenty (20) minutes. Defendants shall not manually edit or in any way alter employees' responses in any way that does not accurately reflect their actual breaks taken, and shall ensure that employees' responses are reflected in their hours worked and compensated accordingly. Further, next to each time clock at each facility, Defendants shall display the attached Exhibit E.
- g. Defendants shall treat all employee breaks and rest periods as compensable hours worked, unless the break is more than twenty (20) minutes in duration and the employee is completely relieved from work duty during the break.
- h. Defendants shall not request, require, or otherwise cause employees to perform work during designated non-compensable rest periods, unless such time is included in the employees' hours worked and compensated

accordingly.

- i. Defendants shall not request, require, or otherwise cause employees to perform work “off the books” (not recorded in the time records).
 - j. Defendants shall pay wages to employees based on the hours they worked during each applicable pay period.
 - k. Upon request from any non-exempt employee, Defendants shall promptly provide the employee with a printed statement, generated from Defendants’ automated timekeeping system, of the hours the employee worked each day in the fourteen (14) days preceding the employees’ request (“Work Hours Summary”). Defendants shall give each employee the opportunity to review his or her Work Hours Summary and write in corrections if necessary.
 - l. Defendants shall maintain all time and payroll records for a period of not less than three (3) years.
 - m. No later than **January 16, 2017**, Defendants shall provide to the Wage and Hour Division a complete sample, for a single continuous two-week period, of time records and payroll records for all of Defendants’ employees, that complies with this Paragraph XI and with the Regulations found at 29 C.F.R. Part 516, as amended from time to time. The records shall be sent to Michael Milazzo, Assistant District Director, U.S. Department of Labor, Wage & Hour Division, Albany District Office, Leo W. O’Brien Federal Building, Room 822, 11A Clinton Avenue, Albany, NY 12207.
- (2) Defendants shall not treat any employees as exempt from the overtime compensation requirements of the Act pursuant to the exemptions set forth in

Section 13(a)(1) of the Act, unless Defendants ensure that such employees qualify for the exemptions claimed, based on the employees' actual job duties and method of compensation, as prescribed by the Regulations found at 29 CFR Part 541.

- (3) No later than **January 16, 2017**, Defendants shall retain an independent examiner knowledgeable about the FLSA, who is acceptable to Plaintiff (hereinafter, the "independent examiner"), to perform quarterly audits of Defendants' compliance with the Act and regulations issued under the Act for the period of two (2) years. The third-party examiner will conduct quarterly audits of The Center for Rehabilitation and Health Care at Dutchess, LLC d.b.a. The Grand at Pawling; Guilderland Center Rehabilitation and Extended Care Facility Operating Company, LLC d.b.a. Guilderland Center Rehabilitation and Extended care; Clearview Operating Co. LLC d.b.a. The Grand at Queens; Rome Center LLC d.b.a. The Grand at Rome; Chittenango Center LLC d.b.a. The Grand at Chittenango. Upon request, the third-party examiner shall provide a copy of the report to Michael Milazzo, Assistant District Director, U.S. Department of Labor, Wage & Hour Division, Albany District Office, Leo W. O'Brien Federal Building, Room 822, 11A Clinton Avenue, Albany, NY 12207. The first such report shall be completed by **April 17, 2017**, followed by seven (7) quarterly reports thereafter.

- a. The independent examiner shall have the ability to communicate with Defendants' employees in their native language, or shall be provided with an interpreter in order to be able to communicate with employees in a

language they can understand, at Defendants' expense.

- b. Defendants shall cooperate in full with the independent examiner, including providing the third-party with access to Defendants' facilities, employees, payroll and time records, and any other records required by the third-party examiner to complete the audit.
- c. If the independent examiner finds violations of the Act or regulations issued under the Act that result in back wages due, Defendants shall pay the wages due within fifteen (15) calendar days from the examiner's findings, absent protest or objection submitted by Defendants to the examiner and to the U.S. Department of Labor.
- d. The independent examiner may investigate and report incidents or allegations or complaints of retaliation to Defendants. If not resolved in a satisfactory manner, the independent examiner shall report the incidents to the U.S. Department of Labor.
- e. The independent examiner shall conduct interviews with a representative sample of Defendants' employees from each facility, including at least some off-site interviews; such interviews, and other communications between employees and the third-party examiner shall be kept confidential, except that they may be disclosed to authorized representatives of the U.S. Department of Labor; and copies of all notes and interviews conducted by the independent examiner may be turned over to the U.S. Department of Labor.
- f. Discrimination or retaliation by Defendants against any employee for

cooperating or communicating with the independent examiner is prohibited to the fullest extent of the law, as provided in Section 15(a)(3) of the Act.

XII. Neither the commencement of this action nor the provisions of this Consent Judgment shall in any way affect, determine, or prejudice any and all legal rights of any employees of Defendants not listed on Exhibit A of this Consent Judgment, be they current or former employees, to file any action against defendants under section 16(b) of the Act or likewise for any current or former employee listed on Exhibit A of this Consent Judgment to file any action against Defendants under section 16(b) of the Act.

XIII. Each party will bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

EXHIBIT B (Schedule of Installment Payments)

Payment No.	Date Due	Amount Type	Amount Due	Interest Due	Total Due
1	12/14/2016	Liquidated Damages	\$401,359.36	--	\$401,359.36
2	1/14/2017	Liquidated Damages	\$534,700.09	\$1,337.87	\$536,037.96
3a	2/14/2017	Liquidated Damages	\$67,338.95	\$892.28	\$536,037.96
3b	2/14/2017	Back Wages	\$467,806.73		
4a	3/14/2017	Back Wages	\$535,591.67	\$557.55	\$669,621.02
4b	3/14/2017	Civil Money Penalties	\$133,471.80		
Totals			\$2,140,268.60	\$2,787.70	\$2,143,056.30

NOTICE TO EMPLOYEES – EXHIBIT D

The Center for Rehabilitation and Health Care at Dutchess, LLC d.b.a. The Grand at Pawling and its partial owner Jeremy Strauss have settled a lawsuit with the U.S. Department of Labor and entered into a settlement agreement, which has been approved in a judgment from the court.

Under this court judgment, The Grand at Pawling will pay former and current employees who worked at The Grand Pawling during the time period from April 7, 2013 through April 7, 2016. This settlement resolves claims involving the Fair Labor Standards Act during the time period from April 7, 2013 through April 7, 2016.

The Grand at Pawling will distribute the money directly to its current employees via direct deposit. The Grand at Pawling will pay the Department of Labor money for former employees and the Department of Labor will distribute the money directly to former employees. The Grand at Pawling, or anyone acting on its behalf, may not request that you return this money to them.

The Grand at Pawling, or anyone acting on its behalf, may not fire, threaten to fire, retaliate (including retaliating through assignment of hours or shifts), or discriminate against any employee in any other way because the employee cooperated with or provided information to the Department of Labor or has asserted his or her right to be paid overtime.

The Grand at Pawling must pay its non-exempt employees for all hours worked, including the time that employees are required to be at The Grand at Pawling and performing work duties. In addition, The Grand at Pawling must pay its non-exempt employees overtime for all hours worked over 40 in a workweek at a rate of 1.5 times the employee's regular rate of pay.

All non-exempt employees may request to see a printed statement of the hours they worked ("Work Hours Summary") every 14 days.

If you are an employee and leave this job, please call the U.S. Department of Labor at (518) 431-6460 to update your contact information.

If you are an employee and you are not paid overtime, or if any person associated with The Grand at Pawling retaliates against employees or tells employees to return their wages, please call the U.S. Department of Labor at (518) 431-6460. Your name will be kept confidential and not disclosed.

NOTICE TO EMPLOYEES – EXHIBIT D

Guilderland Center Rehabilitation and Extended Care Facility Operating Company, LLC d.b.a. Guilderland Center Rehabilitation and Extended Care (“Guilderland Center”) and its partial owner Jeremy Strauss have settled a lawsuit with the U.S. Department of Labor and entered into a settlement agreement, which has been approved in a judgment from the court.

Under this court judgment, Guilderland Center will pay former and current employees who worked at Guilderland Center during the time period from November 1, 2014 through March 15, 2015 and August 15, 2015 through March 15, 2016. This settlement resolves claims involving the Fair Labor Standards Act during the time period from November 1, 2014 through March 15, 2015 and August 15, 2015 through March 15, 2016.

Guilderland Center will distribute the money directly to its current employees via direct deposit. Guilderland Center will pay the Department of Labor money for former employees and the Department of Labor will distribute the money directly to former employees. Guilderland Center, or anyone acting on its behalf, may not request that you return this money to them.

Guilderland Center, or anyone acting on its behalf, may not fire, threaten to fire, retaliate (including retaliating through assignment of hours or shifts), or discriminate against any employee in any other way because the employee cooperated with or provided information to the Department of Labor or has asserted his or her right to be paid overtime.

Guilderland Center must pay its non-exempt employees for all hours worked, including the time that employees are required to be at Guilderland Center and performing work duties. In addition, Guilderland Center must pay its non-exempt employees overtime for all hours worked over 40 in a workweek at a rate of 1.5 times the employee’s regular rate of pay.

All non-exempt employees may request to see a printed statement of the hours they worked (“Work Hours Summary”) every 14 days.

If you are an employee and leave this job, please call the U.S. Department of Labor at (518) 431-6460 to update your contact information.

If you are an employee and you are not paid overtime, or if any person associated with Guilderland Center retaliates against employees or tells employees to return their wages, please call the U.S. Department of Labor at (518) 431-6460. Your name will be kept confidential and not disclosed.

NOTICE TO EMPLOYEES – EXHIBIT D

Clearview Operating Co. LLC d.b.a. The Grand at Queens and its partial owner Jeremy Strauss have settled a lawsuit with the U.S. Department of Labor and entered into a settlement agreement, which has been approved in a judgment from the court.

Under this court judgment, The Grand at Queens will pay former and current employees who worked at The Grand at Queens during the time period from June 30, 2013 through June 30, 2016. This settlement resolves claims involving the Fair Labor Standards Act during the time period from June 30, 2013 through June 30, 2016.

The Grand at Queens will distribute the money directly to its current employees via direct deposit. The Grand at Queens will pay the Department of Labor money for former employees and the Department of Labor will distribute the money directly to former employees. The Grand at Queens, or anyone acting on its behalf, may not request that you return this money to them.

The Grand at Queens, or anyone acting on its behalf, may not fire, threaten to fire, retaliate (including retaliating through assignment of hours or shifts), or discriminate against any employee in any other way because the employee cooperated with or provided information to the Department of Labor or has asserted his or her right to be paid overtime.

The Grand at Queens must pay its non-exempt employees for all hours worked, including the time that employees are required to be at The Grand at Queens and performing work duties. In addition, The Grand at Queens must pay its non-exempt employees overtime for all hours worked over 40 in a workweek at a rate of 1.5 times the employee's regular rate of pay.

All non-exempt employees may request to see a printed statement of the hours they worked ("Work Hours Summary") every 14 days.

If you are an employee and leave this job, please call the U.S. Department of Labor at (518) 431-6460 to update your contact information.

If you are an employee and you are not paid overtime, or if any person associated with The Grand at Queens retaliates against employees or tells employees to return their wages, please call the U.S. Department of Labor at (518) 431-6460. Your name will be kept confidential and not disclosed.

NOTICE TO EMPLOYEES – EXHIBIT D

Rome Center LLC d.b.a. The Grand at Rome and its partial owner Jeremy Strauss have settled a lawsuit with the U.S. Department of Labor and entered into a settlement agreement, which has been approved in a judgment from the court.

Under this court judgment, The Grand at Rome will pay former and current employees who worked at The Grand at Rome during the time period from June 30, 2013 through June 30, 2016. This settlement resolves claims involving the Fair Labor Standards Act during the time period from June 30, 2013 through June 30, 2016.

The Grand at Rome will distribute the money directly to its current employees via direct deposit. The Grand at Rome will pay the Department of Labor money for former employees and the Department of Labor will distribute the money directly to former employees. The Grand at Rome, or anyone acting on its behalf, may not request that you return this money to them.

The Grand at Rome, or anyone acting on its behalf, may not fire, threaten to fire, retaliate (including retaliating through assignment of hours or shifts), or discriminate against any employee in any other way because the employee cooperated with or provided information to the Department of Labor or has asserted his or her right to be paid overtime.

The Grand at Rome must pay its non-exempt employees for all hours worked, including the time that employees are required to be at The Grand at Rome and performing work duties. In addition, The Grand at Rome must pay its non-exempt employees overtime for all hours worked over 40 in a workweek at a rate of 1.5 times the employee's regular rate of pay.

All non-exempt employees may request to see a printed statement of the hours they worked ("Work Hours Summary") every 14 days.

If you are an employee and leave this job, please call the U.S. Department of Labor at (518) 431-6460 to update your contact information.

If you are an employee and you are not paid overtime, or if any person associated with The Grand at Rome retaliates against employees or tells employees to return their wages, please call the U.S. Department of Labor at (518) 431-6460. Your name will be kept confidential and not disclosed.

NOTICE TO EMPLOYEES – EXHIBIT D

Chittenango Center LLC d.b.a. The Grand at Chittenango and its partial owner Jeremy Strauss have settled a lawsuit with the U.S. Department of Labor and entered into a settlement agreement, which has been approved in a judgment from the court.

Under this court judgment, The Grand at Chittenango will pay former and current employees who worked at The Grand at Chittenango during the time period from July 12, 2013 through July 12, 2016. This settlement resolves claims involving the Fair Labor Standards Act during the time period from July 12, 2013 through July 12, 2016.

The Grand at Chittenango will distribute the money directly to its current employees via direct deposit. The Grand at Chittenango will pay the Department of Labor money for former employees and the Department of Labor will distribute the money directly to former employees. The Grand at Chittenango, or anyone acting on its behalf, may not request that you return this money to them.

The Grand at Chittenango, or anyone acting on its behalf, may not fire, threaten to fire, retaliate (including retaliating through assignment of hours or shifts), or discriminate against any employee in any other way because the employee cooperated with or provided information to the Department of Labor or has asserted his or her right to be paid overtime.

The Grand at Chittenango must pay its non-exempt employees for all hours worked, including the time that employees are required to be at The Grand at Chittenango and performing work duties. In addition, The Grand at Chittenango must pay its non-exempt employees overtime for all hours worked over 40 in a workweek at a rate of 1.5 times the employee's regular rate of pay.

All non-exempt employees may request to see a printed statement of the hours they worked ("Work Hours Summary") every 14 days.

If you are an employee and leave this job, please call the U.S. Department of Labor at (518) 431-6460 to update your contact information.

If you are an employee and you are not paid overtime, or if any person associated with The Grand at Chittenango retaliates against employees or tells employees to return their wages, please call the U.S. Department of Labor at (518) 431-6460. Your name will be kept confidential and not disclosed.

EXHIBIT E

**NOTICE TO EMPLOYEES – REST AND
MEAL PERIODS**

Rest periods of short duration, running from 5 minutes to about 20 minutes, are common in industry. They promote the efficiency of the employee and are customarily paid for as working time. They must be counted as hours worked.

Bona fide meal periods are not worktime. Bona fide meal periods do not include coffee breaks or time for snacks. These are rest periods. The employee must be completely relieved from duty for the purposes of eating regular meals. Ordinarily 30 minutes or more is long enough for a bona fide meal period. A shorter period may be long enough under special conditions. The employee is not relieved if he is required to perform any duties, whether active or inactive, while eating.